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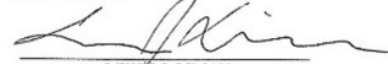
June 15, 2022

**VIA ECF**

Hon. Lewis J. Liman, U.S.D.J.  
United States District Court  
Southern District of New York  
500 Pearl Street  
New York, New York 10007

The request is GRANTED, and the case is STAYED pending the resolution of the arbitration. The parties are directed to provide a status update to the Court 90 days from today and every 90 days thereafter. The initial pretrial conference currently scheduled for September 15, 2022 is adjourned sine die.

SO ORDERED.

  
LEWIS J. LIMAN  
United States District Judge

6/16/2022

Re: Denisse Tapia v. Bond No. 9 Fragrance Inc.  
and B2B Staffing Inc.  
Case No.: 1:22-cv-03141-LJL

Dear Judge Liman:

We represent the Defendants in connection with the above-referenced case and submit this letter jointly with counsel for Plaintiff. We write to respectfully request that this case be stayed pending the outcome of arbitration. Specifically, over the course of investigating the claims in this case we recently learned that at the commencement of Plaintiff's employment with Defendant B2B Staffing, Inc. in February 2021 she signed an agreement providing, in relevant part, as follows:

**12. Arbitration.** You and B2B agree that any and all claims or controversies whatsoever (whether arising in tort or contract and whether arising under statute or common law) brought by you or the B2B, arising out of or in any way relating to your employment will be submitted to binding arbitration in the State and County where you were assigned to work by B2B, before a sole arbitrator selected from Judicial Arbitration and Mediation Services, Inc., or its successor ("JAMS"), or if JAMS is no longer able to supply the arbitrator, such arbitrator will be selected from the American Arbitration Association, and such arbitration will be conducted in accordance with the provisions of the applicable dispute rules for employment arbitrations as the exclusive forum for the resolution of such dispute. At the conclusion of the arbitration, the Arbitrator will issue a written decision that sets forth the essential findings and conclusions upon which the Arbitrator's award or decision is based. Any award or relief granted by the Arbitrator hereunder will be final and binding on the parties hereto and may be enforced by any court of competent jurisdiction. The parties expressly

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acknowledge and agree that they are hereby waiving any rights to trial by jury. The parties further agree that in any proceeding to enforce the terms of this letter, the prevailing party will be entitled to its or his reasonable attorneys' fees and costs incurred by it or him in connection with resolution of the dispute in addition to any other relief granted.

Thus, and in accordance with Section 3 of the Federal Arbitration Act, the parties respectfully request that this case be stayed pending the outcome of arbitration, See 9 U.S.C. § 3.

We thank the Court for its consideration in this regard.

Respectfully submitted,

JACKSON LEWIS P.C.



Jason A. Zoldessy

cc: All Counsel (Via ECF)